

# This warranty is limited to Qora Cladding & Accessories ("The Product(s)") installed on structures permanently located in the contiguous United States, Alaska, Hawaii, or Canada.

## 1. Warranty Coverage-Limited 20-Year Substrate Warranty:

Arcitell, LLC ("Arcitell")'s warranty is made to the original purchaser of the Product(s) ("Purchaser"); and the original owner of the structure on which the Product(s) are installed;( "Owner"). Arcitell's express warranties may not be assigned to any subsequent owners of the structure.

a) Arcitell warrants that the Product(s) will remain free from: (i) substrate degradation; (ii) buckling; and (iii) excessive cracking, peeling, separating, chipping, flaking or rupturing of the phenolic based resin surface for a period of 20 years from the date application is completed, when the Product(s) has been stored, handled, applied, finished and maintained in accordance with Arcitell's application, finishing, and maintenance instructions in effect at the time of application. Qora Cladding panels are warranted against buckling when installed up to 16 inches o.c. stud spacing and when stored, transported, handled and maintained in accordance with applicable Arcitell Application Instructions. Buckling is defined as 1/2 inch out of plane covering a distance no greater than 16 inches between studs. Waviness due to misaligned framing, crooked or bowed studs, foundation or wall settling, or improper fastening is not considered buckling. Arcitell further warrants that the Product(s) have been manufactured and designed to resist the normal effects of weathering in an exterior application. Additionally, it is the accountability of the installer to assess initial quality of the panels prior to installation and not to install any damaged or otherwise inadequate panels. Installation of the panels indicates acceptance of initial quality and nullifies any claim against Arcitell for color variation

b) Arcitell warrants that the Product(s) will not fade excessively or unevenly for a period of 20 years from the date application is complete, when the Product(s) has been stored, handled, applied, finished and maintained in accordance with Arcitell's application, finishing, and maintenance instructions in effect at the time of application. Excessive fade is defined as a variation of more than 5 Delta E units from the original color upon installation. Uneven fade is defined as a variation of more than 3 Delta E units between panels on the same wall that face the same compass direction. Additionally, it is the accountability of the installer to assess color correctness and color match between panels prior to installation. Installation of the panels indicates acceptance of any color variation within or between panels and nullifies any claim against Arcitell for color variation.

c) Moisture or Water Damage: Qora Cladding must be incorporated into a wall assembly designed by a building professional that contains adequate mechanisms for water management. Arcitell has no responsibility for damaged caused by moisture intrusion through the building envelope or around any of the building envelope components or by vapor transmission from inside of the building to a moisture sensitive part of the wall assembly.

### 2. Remedies for Breach of Limited Express Substrate Warranty:

# THIS SECTION 2 PROVIDES THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO A PURCHASER OR OWNER OF A STRUCTURE ON WHICH PRODUCT(S) HAS BEEN APPLIED.

In the event of a breach of this Limited Express Warranty (or of any implied warranty not otherwise disclaimed herein), ARCITELL will pay an amount equal to the original cost of Arcitell products, (no labor or other charges shall be paid) less an annual pro rata reduction of 5% per year (1st year, 5%; 2nd year, 10%, etc.) such that from and after the 20th year the amount payable under this warranty will be zero. Any dispute concerning the applicability of the warranty or whether the Product(s) met the manufacturer's standards in accordance with Section 1 shall be submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The jurisdiction of the arbitrator over the dispute shall be exclusive and the decision of the arbitrator shall be binding and non-appealable. All rights reserved. ARCITELL and Qora Cladding are registered trademarks of Arcitell, LLC. Note: Arcitell periodically updates and revises its product information. To verify that this version is current, please visit www.qoracladding.com for the most up to date warranty.

### 3. Exclusion of Other Remedies:

IN NO EVENT WILL ARCITELL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT(S) SUPPLIED, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO PROPERTY OR LOST PROFITS.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### 4. Exclusion of All Other Warranties, Express or Implied:

a) THIS LIMITED EXPRESS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT(S) AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICU-LAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTIS-ING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS, AND CANNOT BE LAWFULLY DISCLAIMED, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY SUCH LAWS.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

# b) NO OTHER EXPRESS WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF ARCITELL WITH RESPECT TO THESE PRODUCT(S).

#### 5. Certain Damages Excluded from Warranty Coverage:

This Limited Express Warranty does not cover or provide a remedy for damage that results from: a) misuse or improper storage, handling, application, finishing or maintenance; alterations to the structure after the original application of the Product(s); acts of God, such as hurricane, tornado, earthquake, flood or other similar cause beyond the control of ARCITELL; design, application or construction of the wall system on which the Product(s) is applied; transport, storage or handling of the Product(s) prior to application; b) product(s) that is not applied, finished and maintained in strict accordance with ARCITELL's instructions in effect at the time of original application; c) termite damage which does not affect the structural integrity of the Product(s); or d) design, application or construction of the structure on which the Product(s) are installed including but not limited to any damage or condition arising from the use of foam sheathing. Additionally, pressure washing, chemical cleaning or exposure to chemicals or other abnormal environmental condition that would discolor or otherwise damage the product(s) are excluded from coverage.

#### 6. Responsibility of Purchaser or Owner:

# COMPLIANCE WITH EACH OF THE REQUIREMENTS SET OUT BELOW IN SECTIONS (a) AND (b) IS A CONDITION TO ARCITELL'S OBLIGATIONS UNDER THIS WARRANTY AND THE FAILURE TO COMPLY WITH ANY ONE OR MORE OF THE ITEMS SHALL VOID ANY RIGHTS OWNER AND PURCHASER MAY HAVE AGAINST ARCITELL:

a) Any Purchaser or Owner seeking remedies under this warranty must notify ARCITELL, at the number listed below, within 90 days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repair. This notice should include the date on which the Product(s) application was completed. It is the Owner's responsibility to establish the date of installation.

b) ARCITELL must be given a 90-day opportunity to inspect the Qora Cladding. Upon reasonable notice, the Purchaser or Owner must allow ARCITELL's agents to enter the property and structure on which the Product(s) is applied to inspect such Product(s).

#### 7. Governing Law:

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the State of Ohio without reference to its choice-of-law rules. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. For further information, please call Customer Support at (330)-852-2411, or write to: ARCITELL LLC 750 Edelweiss Drive NE Sugar Creek, OH 44681.

Oral statements by Arcitell employees or agents do not constitute warranties, shall be relied upon by the building owner or any third party, and are not part of the contract for sale or warranty stated herein. No distributor, dealer, or representative of Arcitell has the authority to change or modify this warranty either orally or in writing in any respect. The entire and final contract is embodied in this writing and no other warranties are given beyond those set forth in this writing.

